

1 BILL NO. S-90-03- 22

2 SPECIAL ORDINANCE NO. S- 71-90

3 AN ORDINANCE approving the awarding of
4 Reference #1415 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and SHIRK
7 CONSTRUCTION AND MARTIN ENTERPRISES,
8 INC. for Neighborhood Code Enforcement
9 Division.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA;

12 SECTION 1. That Reference #1415 between the City of
13 Fort Wayne, by and through its Department of Purchasing and
14 SHIRK CONSTRUCTION AND MARTIN ENTERPRISES, for Neighborhood
15 Code Enforcement Division, respectfully for:

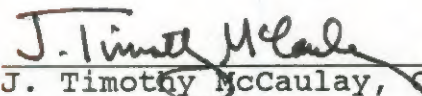
16 the demolition and lot restoration of
17 19+/- structures for Neighborhood Code
18 Enforcement Division;

19 involving a total cost of Thirty-Four Thousand Three Hundred
20 Ten and no/100 Dollars (\$34,310.00) - (SHIRK - \$33,210.00;
21 MARTIN - \$1,100.00), all as more particularly set forth in
22 said Reference #1415 which is on file in the Office of the
23 Department of Purchasing, and is by reference incorporated
24 herein, made a part hereof, and is hereby in all things
25 ratified, confirmed and approved.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all
28 necessary approval by the Mayor.

29 
30 Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
34 J. Timothy McCaulay, City Attorney

REF. NO.:	1415
DEPT.:	N C E D
DATE:	3/19/90
ITEM/SERV.:	DEMOLITIONS

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	1/19/90 & 1/26/90
OPENING DATE:	2/8/90
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	11
NO. OF VENDORS RECEIVING BID:	7
NO. OF VENDORS RETURNING BID:	4
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	7
DATE SENT TO DEPT FOR RECOMM.:	2/8/90
DATE RECOMMENDATION REC'D IN PURCH:	3/19/90
COUNCIL INFORMATION	DATES SENT EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	3/19/90
INTRODUCTION DATE:	3/27/90
DISCUSSION DATE:	4/3/90
PASSAGE DATE:	4/10/90
ORDINANCE NO.:	
AMOUNT APPROVED AND/OR SPENT LAST YEAR: (IF APPLICABLE)	

REFERENCE NO. 1415

DEMOS

2/8/90

ADDRESS	RON LUNZ		MARTIN ENT		SHIRK		NESS	
	DEMO	LOT	DEMO	LOT	DEMO	LOT	DEMO	LOT
3211 BARR	\$950.00	\$100.00	\$1,200.00	\$0.00	\$875.00	\$100.00	\$1,740.00	\$100.00
530 BERRY	NO BID	NO BID	\$850.00	\$250.00	NO BID	NO BID	NO BID	NO BID
410-412 BUTLER	\$5,800.00	\$300.00	\$4,500.00	\$250.00	\$3,395.00	\$300.00	\$3,695.00	\$250.00
419 DALMAN	\$2,750.00	\$250.00	\$2,400.00	\$250.00	\$2,095.00	\$200.00	\$3,026.00	\$250.00
247 DEWALD	\$850.00	\$100.00	\$900.00	\$0.00	\$675.00	\$100.00	\$750.00	\$100.00
1920 HARRISON	\$2,800.00	\$250.00	\$2,500.00	\$250.00	\$2,095.00	\$100.00	\$2,720.00	\$250.00
1206 HUGH	\$650.00	\$100.00	\$700.00	\$0.00	\$475.00	\$100.00	\$740.00	\$100.00
2019 LAFAYETTE	\$3,200.00	\$250.00	\$3,000.00	\$250.00	\$2,575.00	\$100.00	\$3,915.00	\$250.00
2612 LAFAYETTE	\$2,775.00	\$250.00	\$2,500.00	\$250.00	\$1,885.00	\$100.00	\$2,130.00	\$200.00
427 LASALLE	NO BID	NO BID	\$4,000.00	\$250.00	\$3,475.00	\$200.00	\$4,898.00	\$200.00
2318 LILLIE	\$3,150.00	\$250.00	\$2,400.00	\$250.00	\$2,000.00	\$100.00	\$3,937.00	\$250.00
1149 MONROE	\$4,000.00	\$250.00	\$2,700.00	\$250.00	\$1,675.00	\$100.00	\$2,970.00	\$250.00
2219 OLIVER	\$4,500.00	\$250.00	\$4,000.00	\$250.00	\$1,765.00	\$100.00	\$4,417.00	\$250.00
3026 OLIVER	\$650.00	\$75.00	\$600.00	\$0.00	\$375.00	\$100.00	\$750.00	\$100.00
2204 REYNOLDS	\$4,000.00	\$250.00	\$4,200.00	\$250.00	\$2,025.00	\$100.00	\$4,417.00	\$250.00
516 E. SUTTENFIELD	\$4,000.00	\$250.00	\$3,500.00	\$250.00	\$1,675.00	\$100.00	\$3,766.00	\$250.00
2904 TURPIE	\$3,925.00	\$250.00	\$3,600.00	\$250.00	\$1,595.00	\$100.00	\$4,216.00	\$250.00
1120 WABASH	\$1,750.00	\$200.00	\$750.00	\$0.00	\$375.00	\$100.00	\$650.00	\$100.00
246-248 WALLACE	\$4,400.00	\$250.00	\$3,800.00	\$250.00	\$1,880.00	\$200.00	\$3,948.00	\$225.00
	\$50,150.00	\$3,625.00	\$48,100.00	\$3,500.00	\$30,910.00	\$2,300.00	\$52,685.00	\$3,625.00

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-8-90 @ 11:00 AM BID REFERENCE # 1415

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF THIRTY-FOUR (34) +/- STRUCTURES

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: % IF PAID WITHIN DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME

STREET ADDRESS

CITY

BY

REPRESENTATIVE SIGNATURE

Shirk Construction

3714 Shady Court

Fort Wayne PHONE # 481 7102 45

Bob Shirk 444 2429

BID REFERENCE # 1415
DEMOLITIONS/LOT RESTORATIONS

ADDRESS	STRUCTURE	COST OF DEMOLITION	COST OF LOT RESTORATION
3211 S BARR	GARAGE	\$ <u>875</u>	\$ <u>100</u>
530 E BERRY	HOUSE	\$ <u> </u>	\$ <u> </u>
2531 BOWSER	HOUSE	\$ <u>1595</u>	\$ <u>100</u>
3024 BOWSER	GARAGE	\$ <u>495</u>	\$ <u>100</u>
433 W BRACKENRIDGE	HOUSE & GARAGE	\$ <u>2495</u>	\$ <u>200</u>
410-412 W BUTLER	HOUSE & GARAGE	\$ <u>3395</u>	\$ <u>300</u>
1127 E CREIGHTON	HOUSE & GARAGE	\$ <u>1495</u>	\$ <u>200</u>
419 DALMAN	X HOUSE	\$ <u>2095</u>	\$ <u>200</u>
247 E DEWALD	GARAGE	\$ <u>675</u>	\$ <u>100</u>
439 ECKART	HOUSE & GARAGE	\$ <u>1895</u>	\$ <u>200</u>
2419-21 EDSALL	X HOUSE	\$ <u>2095</u>	\$ <u>200</u>
2910 GAY	HOUSE & GARAGE	\$ <u>2095</u>	\$ <u>200</u>
1920 S HARRISON	HOUSE & GARAGE	\$ <u>2095</u>	\$ <u>100</u>
2426 HOAGLAND	GARAGE	\$ <u>885</u>	\$ <u>100</u>
1206 HUGH	GARAGE	\$ <u>475</u>	\$ <u>100</u>
2019 S LAFAYETTE	HOUSE	\$ <u>2575</u>	\$ <u>100</u>
2612 S LAFAYETTE	HOUSE	\$ <u>1885</u>	\$ <u>100</u>
427 LASALLE	HOUSE	\$ <u>3475</u>	\$ <u>200</u>
2318 LILLIE	HOUSE & GARAGE	\$ <u>2000</u>	\$ <u>100</u>
1149 MONROE	HOUSE	\$ <u>1675</u>	\$ <u>100</u>
2219 OLIVER	HOUSE	\$ <u>1765</u>	\$ <u>100</u>
3026 OLIVER	GARAGE	\$ <u>375</u>	\$ <u>100</u>
601-603 POPLAR ST	HOUSE	\$ <u>4425</u>	\$ <u>100</u>
2117 RIEDMILLER	GARAGE	\$ <u>675</u>	\$ <u>100</u>
2204 REYNOLDS	X HOUSE	\$ <u>2025</u>	\$ <u>100</u>
516 E SUTTENFIELD	HOUSE	\$ <u>1675</u>	\$ <u>100</u>

BID REFERENCE # 1415
 DEMOLITIONS/LOT RESTORATIONS

ADDRESS	STRUCTURE	COST OF DEMOLITION	COST OF LOT RESTORATION
2904 TURPIE	HOUSE & GARAGE	\$ <u>1595</u>	\$ <u>100</u>
1120 WABASH AV	GARAGE	\$ <u>375</u>	\$ <u>100</u>
246-248 E WALLACE	DUPLEX	\$ <u>1880</u>	\$ <u>200</u>
2531 WARSAW	HOUSE	\$ <u>1695</u>	\$ <u>200</u>
3322 WAYNE TRACE	GARAGE	\$ <u>375</u>	\$ <u>100</u>
2911 WEISSER PARK	HOUSE & GARAGE	\$ <u>1695</u>	\$ <u>200</u>
2949 WINTER	HOUSE	\$ <u>1295</u>	\$ <u>200</u>
1310 WOODBINE PLACE	HOUSE	\$ <u>1895</u>	\$ <u>200</u>
	TOTAL	\$ <u>55,815⁰⁰</u>	\$ <u>4,700</u>

~~57,215~~
~~4,750~~
~~61,965~~

~~4,750⁰⁰~~
~~KH~~

3,098.25

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 4/8/90

1. Governmental Unit: _____

2. County: Allen County

3. Bidder (Firm): Shirk Construction

Address: 3714 Shady Court

City/State: Ellettsburg Indiana 46807

4. Telephone Number: 219 481-7102

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Shirk Construction
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
<u>Shirk Construction</u>					
<u>Cammo</u>					

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen County) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Shirk Construction
Bidder (Firm)

Shirk
Signature of Bidder or Agent

Subscribed and sworn to before me this 8th day of February, 1990.

My Commission Expires: March 14, 1992

County of Residence: Allen

Doris E. Wims
Notary Public

DORIS E. WIMS
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: 2/1/90

Shirk Construction

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-8-90 @ 11:00 AM BID REFERENCE # 1415

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THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION
OF THIRTY-FOUR (34) +/- STRUCTURES

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____%
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Martin Enterprises Inc.

STREET ADDRESS 4315 Meyer Road

CITY Fort Wayne, IN PHONE # 447-5591

BY *Jim Martin*
REPRESENTATIVE SIGNATURE

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

THAT MARTIN ENTERPRISES, INC.

..... of Fort Wayne, Indiana

....., as Principal, and UNITED STATES FIDELITY AND

GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

City of Fort Wayne

as Oblige, in the full and just sum of.....

Five Per Cent (5%) of Maximum Bid----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,

administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Demolition and Lot Restoration of 34 Structures
Bid Ref: #1415

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered..... February 8, 1990
(Date)

MARTIN ENTERPRISES, INC. (SEAL)

BY *Tim Martin* (SEAL)

YASTE, ZENT & RYE AGENCY, INC.

Nancy Warren

UNITED STATES FIDELITY AND GUARANTY COMPANY

John J. Fickel
Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No.....97796.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **27th** day of **November**, A. D. 19**85**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By **W. Bradley Wallace**

Vice-President.

(SEAL)

(Signed)

...**John A. Umberger**...

Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, }

ss:

On this **27th** day of **November**, A. D. 19**85**, before me personally came **W. Bradley Wallace**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **John A. Umberger**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said **W. Bradley Wallace** and **John A. Umberger** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19**86**..

(SEAL)

(Signed)

Margaret M. Hurst

Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, }

Sct.

I, **Sandra E. Banks**, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Margaret M. Hurst**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this **27th** day of **November**, A. D. 19**85**

(SEAL)

(Signed)

Sandra E. Banks

Clerk of the Circuit Court for Baltimore City.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 2/8/90

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Martin Enterprises Inc.
Address: P O Box 522
City/State: Fort Wayne, IN 46801

4. Telephone Number: 447-5591

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

[Signature]
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
---------------	----------	------	-------------	------------	--------

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Martin Enterprises Inc.
Bidder (Firm)

[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 8th day of February, 1990.

My Commission Expires: 6/14/92

County of Residence: Allen

[Signature]
Notary Public

Albert J. Ensley, Jr.
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

BID REFERENCE # 1415
 DEMOLITIONS/LOT RESTORATIONS

ADDRESS	STRUCTURE	COST OF DEMOLITION	COST OF LOT RESTORATION
3211 S BARR	GARAGE	\$ <u>1,200.00</u>	\$ <u>-0-</u>
530 E BERRY	HOUSE	\$ <u>850.00</u>	\$ <u>250.00</u>
2531 BOWSER	HOUSE	\$ <u>2,700.00</u>	\$ <u>250.00</u>
3024 BOWSER	GARAGE	\$ <u>350.00</u>	\$ <u>-0-</u>
433 W BRACKENRIDGE	HOUSE & GARAGE	\$ <u>2,500.00</u>	\$ <u>250.00</u>
410-412 W BUTLER	HOUSE & GARAGE	\$ <u>4,500.00</u>	\$ <u>250.00</u>
1127 E CREIGHTON	HOUSE & GARAGE	\$ <u>2,500.00</u>	\$ <u>250.00</u>
419 DALMAN	HOUSE	\$ <u>2,400.00</u>	\$ <u>250.00</u>
247 E DEWALD	GARAGE	\$ <u>900.00</u>	\$ <u>-0-</u>
439 ECKART	HOUSE & GARAGE	\$ <u>2,700.00</u>	\$ <u>250.00</u>
2419-21 EDSALL	HOUSE	\$ <u>2,700.00</u>	\$ <u>250.00</u>
2910 GAY	HOUSE & GARAGE	\$ <u>2,400.00</u>	\$ <u>250.00</u>
1920 S HARRISON	HOUSE & GARAGE	\$ <u>2,500.00</u>	\$ <u>250.00</u>
2426 HOAGLAND	GARAGE	\$ <u>800.00</u>	\$ <u>-0-</u>
1206 HUGH	GARAGE	\$ <u>700.00</u>	\$ <u>-0-</u>
2019 S LAFAYETTE	HOUSE	\$ <u>3,000.00</u>	\$ <u>250.00</u>
2612 S LAFAYETTE	HOUSE	\$ <u>2,500.00</u>	\$ <u>250.00</u>
427 LASALLE	HOUSE	\$ <u>4,000.00</u>	\$ <u>250.00</u>
2318 LILLIE	HOUSE & GARAGE	\$ <u>2,400.00</u>	\$ <u>250.00</u>
1149 MONROE	HOUSE	\$ <u>2,700.00</u>	\$ <u>250.00</u>
2219 OLIVER	HOUSE	\$ <u>4,000.00</u>	\$ <u>250.00</u>
3026 OLIVER	GARAGE	\$ <u>600.00</u>	\$ <u>-0-</u>
601-603 POPLAR ST	HOUSE	\$ <u>4,200.00</u>	\$ <u>250.00</u>
2117 RIEDMILLER	GARAGE	\$ <u>600.00</u>	\$ <u>-0-</u>
2204 REYNOLDS	HOUSE	\$ <u>4,200.00</u>	\$ <u>250.00</u>
516 E SUTTENFIELD	HOUSE	\$ <u>3,500.00</u>	\$ <u>250.00</u>

BID REFERENCE # 1415
DEMOLITIONS/LOT RESTORATIONS

ADDRESS	STRUCTURE	COST OF DEMOLITION	COST OF LOT RESTORATION
2904 TURPIE	HOUSE & GARAGE	\$ <u>3,600.00</u>	\$ <u>250.00</u>
1120 WABASH AV	GARAGE	\$ <u>750.00</u>	\$ <u>-0-</u>
246-248 E WALLACE	DUPLEX	\$ <u>3,800.00</u>	\$ <u>250.00</u>
2531 WARSAW	HOUSE	\$ <u>2,900.00</u>	\$ <u>250.00</u>
3322 WAYNE TRACE	GARAGE	\$ <u>400.00</u>	\$ <u>-0-</u>
2911 WEISSER PARK	HOUSE & GARAGE	\$ <u>2,600.00</u>	\$ <u>250.00</u>
2949 WINTER	HOUSE	\$ <u>1,900.00</u>	\$ <u>250.00</u>
1310 WOODBINE PLACE	HOUSE	\$ <u>2,700.00</u>	\$ <u>250.00</u>
	TOTAL	\$ <u>80,050.00</u>	\$ <u>6,250.00</u>

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 15 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

Read the first time in full and on motion by Henry,
seconded by Delmonico, and duly adopted, read the second time by
title and referred to the Committee on Annexation (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on _____, the _____, day
of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 3-27-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,
seconded by Delmonico, and duly adopted, placed on its passage.
PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>			
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 4-10-90-

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 71-90
on the 10th day of April, 1990

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 11th day of April, 1990,
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of April,
1990, at the hour of 12:20 o'clock P. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

1-50-03-22

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1415 for the demolition and lot restoration of 19+/- structures for Neighborhood Code Enforcement Division. The costs reflect the lowest and most responsive of four (4) vendors.

EFFECT OF PASSAGE: Contract for demolition of unsafe housing within City limits.

EFFECT OF NON-PASSAGE: Structures cannot be demolished and will continue to be a public nuisance.

MONIES INVOLVED:	Rod Shirk	\$33,210.00 +/-
	Martin Ent	\$1,100.00 +/-

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: N C E D 176-008-UBF6-4415

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-90-03-22

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, BURNS, GIAQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving the awarding
of Reference #1415 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and SHIRK CONSTRUCTION AND
MARTIN ENTERPRISES, INC. for Neighborhood Code Enforcement
Division

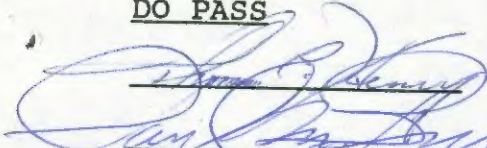
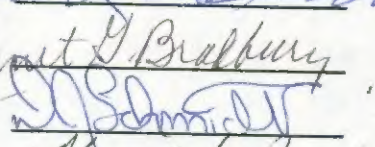
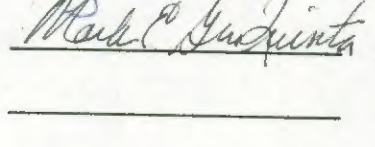

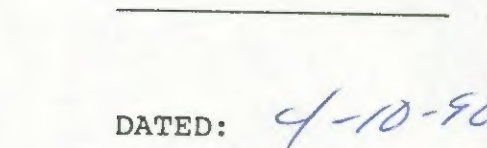
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 4-10-90

Sandra E. Kennedy
City Clerk